

Colchester School Board

Meeting Agenda and Packet

June 20, 2017

**Colchester School District
Board of Education Meeting Agenda
Colchester High School – Media Center
June 20, 2017
7:00 PM**

Agenda

- | | |
|---|--------------------|
| I. Call to Order and Pledge of Allegiance | |
| II. Citizen Participation* | |
| III. Transportation Contract | Action |
| IV. Approval of FY'18 Tax Anticipation Note | Action |
| V. Approval of New Flooring in the MBS Gym | Action |
| VI. Second and Final Reading of Child Find Policy: F32 | Action |
| VII. Second and Final Reading of Pilot Projects: G11 | Action |
| VIII. Approval of Personnel Consent Agenda | Action |
| IX. Approval of Minutes: June 6, 2017 | Action |
| X. Board/Administration Communication, Correspondence, Committee Reports | Information |
| XI. Possible Future Agenda Items | Information |
| XII. Executive Session to Discuss a Student Matter | Action |
| XIII. Adjournment | |

On The Third Tuesday of Each Month*

During the meeting, the school board will review the top questions and themes submitted to them via email to SchoolBoard@colchestersd.org. Note: All submissions must be received before noon on the third Tuesday of every month.

**COLCHESTER SCHOOL DISTRICT
125 LAKER LANE
COLCHESTER, VT 05446**

**TRANSPORTATION BID INFORMATION
AND REQUEST FOR PROPOSAL**

May 24, 2017

Colchester School District (“District”) will receive sealed bids to furnish and manage pupil transportation including bus routes to and from school as well as field, athletic, and other trips as determined by District for a period of three (3) years beginning July 1, 2017 through June 30, 2020. The District will receive proposals to provide pupil transportation services until 2:00PM on Wednesday, June 14, 2017.

All proposals should be sent to:

**Colchester School District
Attention: George Trieb, Business Manager
125 Laker Lane (District Office)
Colchester, Vermont, 05446**

Note: Bids can also be submitted electronically to the following:

George.Trieb@colchestersd.org

The District reserves the right to reject any or all proposals, wholly or in part, to waive any informality therein, to accept any proposal even though it may not be the lowest proposal, and to make any award which in its sole and absolute judgment will best serve District’s interests. No award will be made at the time of opening.

I. OVERVIEW OF THE BID PROCESS

Colchester School District ("District") will receive sealed bids to furnish and manage pupil transportation including bus routes to and from school as well as field, athletic, and other trips as determined by District for a period of three (3) years beginning July 1, 2017 through June 30, 2020. Bids must be submitted using the current bus route mileage (See Attachments I & II). One Carrier will be awarded the entire bid.

Should bidders have any questions directly related to the routes and/or school-specific requirements, they are encouraged to contact the Business & Operations Manager (George Trieb, 802-264-5979) for clarification.

II. BID REQUIREMENTS

A. Contract

1. The Carrier will be obligated to execute one contract for the District in accordance with the bid requirements contained herein. Any deviations will be agreed to by the parties in writing.
2. The District seeks to employ the Carrier for the purpose of providing comprehensive transportation services for students attending Colchester schools in Colchester, Vermont, herein referred to as "District", for a period of three (3) years, from July 1, 2017 to June 30, 2020 unless sooner terminated in accordance with the provisions of the Contract.

B. Carrier's Performance--Registration to do Business

Carrier shall perform the services and furnish the equipment and personnel as provided in the specifications of the Contract, and shall do all things necessary or proper for performance and completion of the work required by the Contract, in the manner and at the times provided herein. In addition, prior to undertaking performance, Carrier shall be registered to do business in the State of Vermont, as required by **Title 11, Chapter 15 of the V.S.A.**

C. Insurance

1. Carrier may be required to post a performance bond equal to the first year's contract.
2. Carrier shall maintain such insurance with an insurance company authorized to transact business in Vermont as will protect District from any claims which may arise from, or out of, operations under the Contract, whether such operations be by the Carrier itself, or anyone directly and indirectly employed by it. Proof that such insurance is in force shall be filed with the District prior to the effective date hereof, and prior to the commencement of each school year thereafter, and shall be subject to approval by the District for adequacy of protection. The Carrier further agrees that coverage under such policies shall consist, at minimum, of

personal injury insurance of not less than \$10,000,000 (ten million dollars) combined single limit and not less than \$1,000,000 (one million dollars) property damage. The Carrier shall provide such additional coverage as may already be available to it. The District shall be named on the policy as an endorsement and as a party entitled to notice of cancellation.

3. If any required insurance coverage is terminated for any reason whatsoever during the school years covered by the Contract, it shall be considered a breach of the Contract and shall, at the option of the District, terminate the Contract. In any event, Carrier agrees hereby that the District shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen as a result of the transportation service provided by the carrier pursuant to this agreement. Carrier shall assume all liability of every kind or nature arising from such transportation service either by accident, negligence, theft, vandalism, or any cause whatever, all shall defend, indemnify and hold harmless the District for all liability of every kind and nature arising from such service by accident, negligence, or other cause.
4. The Carrier further shall comply with the obligations of **Title 21, § 687 V.S.A.** by securing workers' compensation benefits to all employees hired by the Carrier under the Contract.

D. No Assignment of Contract

The Carrier shall not assign the Contract in whole, or in part, nor assign any money due or to become due to it under the Contract, without the prior written approval of the District.

E. Vehicles

Vehicles used shall be at the discretion of the Carrier. However, the District reserves the right to remove from service any vehicle they feel is unfit for the purpose of which it is intended. The Carrier further shall comply with Vermont and Federal Statutes and any and all regulations of the Vermont Department of Motor Vehicles and/or Vermont Agency of Education relating to school transportation. The District is currently utilizing nineteen (19) full size Type I school buses and three (3) Type II buses for midday (only) transportation of EEE/pre-school. Attachment III should be completed and submitted with the bid paperwork indicating the specific equipment that would be utilized to serve the District. **All equipment should be five (5) years old or newer.**

The District reserves the right to add or delete vehicles from the contract. The Carrier will establish a flat amount to be added or deleted from the contract for changes in the number of vehicles. Such flat amount shall include driver costs and operating costs as appropriate.

F. Service, Reporting, and Payment

1. For purposes of calculating the annual contract amount the school year will be defined as 178 days.

2. The Carrier shall maintain an indoor maintenance and dispatch terminal sufficient to service the needs of the buses and drivers and located in or nearby the town of Colchester. The maintenance facility shall comply with all EPA, local, state and federal regulations.
3. Mileage to and from the terminal shall be the responsibility of the Carrier.
4. The Carrier will submit invoices on the first day of each month commencing on September 1st and ending on June 1st. The District will make ten (10) equal payments on an annual basis, for regular, daily route transportation to and from the schools. All payments will be paid within thirty (30) days of receipt of an invoice.
5. Special billing is required for athletic, field, and trips. These invoices shall be billed monthly by the 15th of the month. For any invoices billed more than 60 days late no payment shall be due. In the event such trips require the bus driver to stay overnight, the hourly rate will not apply. Overnight trips will be negotiated separately. Every effort will be made to provide a schedule of trips (athletic and field) at least one week in advance. Vehicles will be available for use for all activity trips from August 15 of each year until the end of the school year, including Saturdays, Sundays, and holidays.
6. The Carrier shall provide at their own expense all vehicle fuels (diesel and regular grade gasoline) used to fulfill requirements detailed in the RFP. The District will not supply fuel of any type to support this contract.
7. Carrier shall provide to the District annual transportation information as required for state reporting on or before June 30th of each school year.
8. Carrier shall equip all buses with a digital video camera system. Such cameras will be located so as to maximize coverage area within the bus. This media will be retained, shared and viewed in procedures outlined by the District. Use of such system is required while students are riding the bus. The carrier is responsible to maintain recorded media for 30 days. The District may view the media upon request.
9. The Carrier shall agree to hold harmless the District and any of the District's officials, elected or otherwise, and its employees from claims for damages, including legal expenses, for property damage and/or personal injuries, and/or bodily injuries, including death, which may arise from or out of the operation under any contract that may be awarded.
10. The District reserves the right to allow for any change in operating conditions or for any other cause not now foreseen and to proportion required services or supplies according to available facilities. In addition, District reserves the right to negotiate with the successful Carrier for additional work required.

G. Time

In as much as the Carrier shall provide a necessary public service, the provisions of the Contract and such regulations as may be promulgated by the District relating to scheduling are of the essence to the Contract. Accordingly, Carrier shall perform the work diligently so as to ensure adherence to schedules. Failure to perform under this section shall, in addition to constituting a default under the Contract, result in monetary penalties pursuant to terms to be negotiated by the parties.

H. Carrier's Rights Not Exclusive

The Carrier's rights are exclusive as to transporting the District's students for all field trips, activities, and school transportation under two hours one-way travel time. The Carrier shall not have exclusive rights to overnight trips or trips in excess of two hours one-way travel time.

I. Carrier Obligation—Buses and Drivers

1. Drivers shall be selected by and employed by the Carrier, who is an independent contractor, subject to the approval of the District and in conformity with the provisions of **Title 23, § 1282, and Title 23, Chapter 39 V.S.A.** Reports of physical examinations and motor vehicle records of all drivers will be maintained by the Carrier and may be requested by the District. Request for Criminal Record Check and Abuse Registry forms and associated monies for all drivers are to be submitted to the Superintendent for processing within five (5) working days after the driver has been hired. A complete list of all drivers employed and the routes to which they are assigned shall be submitted by August 15th of each year to the District prior to the start of the school year and updated when changes may occur. The District shall have the opportunity to meet drivers in person prior to employment by the Carrier and shall be entitled to review photocopies of operator's licenses in order to assure the validity of any such licenses.
2. The Carrier will provide a sufficient number of reserved drivers to accommodate absenteeism of drivers, emergencies, field trips, sports, co-curricular activities. The District will do its best to provide a one week notice for field trips, sports, and co-curricular activities.
3. The Carrier must provide that all drivers will be available for a minimum of two full days of training by the District to become familiar with school policy, behavior management procedures, and any other training. All costs of such training shall be borne by the Carrier. It is expected that all drivers will also have training in working with students, including bullying and harassment training, provided by the Carrier.
4. Carrier shall notify the District immediately of any temporary replacement of drivers. Carrier shall give as much advance notice as is reasonably possible prior to replacing regular drivers for more than a temporary basis; e.g., in the case of a resignation or long-term leave of absence.

5. The District reserves the right to have a driver moved to an alternate route or to have a driver dismissed from District routes at the District's discretion due to concerns or problems that may arise.
6. The Carrier will ensure that no bus idling shall occur while picking up and dropping off students at respective schools.

J. Rules and Regulations for School Transportation

1. The transportation of a student shall be deemed to have begun when such student prepares to board the school bus and ends when the student has safely departed from the bus.
2. Disciplinary rules for students will be mutually agreed upon by the schools involved and the Carrier. The ultimate right to set disciplinary rules lies with the District and primarily with the respective principal(s) or designee. Such rules will be posted on each bus.
3. The Carrier further shall agree that during the entire term of the Contract, it will follow and enforce all District policies and procedures for student conduct and behavior while riding a bus and be responsible for the safety and welfare of the students while they ride a bus.
4. The District will in the contract delegate to the Carrier the necessary authority to supervise and control the students on the buses operated by it during transportation under such rules as may be adopted by the District, but such authorization shall not include the right to administer corporal punishment, nor the right to eject any offender.
5. The Carrier is responsible for conducting bus safety and evacuation procedure drills for students a minimum of two times per year, or as required by state regulations.

K. Routes

1. The District will provide the Carrier with data so that they can recommend bus routes for the year. All routes will be reviewed by the Carrier and the District and mutually agreed upon prior to August 15th.
2. Changes in the routes, scheduled times, or designated stops may be made, and any of the routes may be added, eliminated or consolidated, only at the discretion of the District. However, no change, addition, elimination, or consolidation except to meet unexpected or emergency situations will be made until after the Carrier has conferred with the District five (5) days in advance of such change. In the event of an unexpected or emergency situation all changes by the Carrier must comply with the normal arrival and departure times for each route.
3. The route number shall be clearly marked on each bus so as to be seen easily by students waiting for the bus.

4. All scheduled bus runs shall be completed in a prompt, safe, and timely manner, subject only to inclement weather, road conditions or other circumstances not reasonably within the control of Carrier.
5. The Carrier shall provide drivers with current, detailed written descriptions and maps of each regularly-scheduled bus route prior to the start of each school year and as changes occur. A copy of this information must also be provided to the Principal(s) or designee. Such descriptions shall be sufficient to inform and enable a driver unfamiliar with the route to complete such route in a timely manner, and a copy of said description for each bus will be kept on that bus for reference.
6. The Carrier will maintain adequate bus reserves and drivers to ensure there will be no delays in service and to accommodate field trips and athletic events on a daily basis.
7. Vehicles used on a regular basis should be of the capacity to maximize cost effectiveness and minimize student time on the bus.

L. School Closing

1. For inclement weather, the District will make the final decision regarding school closings, delayed starts, or early dismissal and communicate this information to the Carrier.
2. For other school-related closings, the District will contact the Carrier as soon as possible for early dismissal or emergency school closings to change procedures.
3. The Carrier will be able to provide adequate number of buses for emergency situations/closing. The District will also have contingency plans in place for emergency situations/closings.

M. Vandalism

Carrier shall agree that it shall hold the District harmless for liability arising from willful damage by students to its motor vehicles, and will confine its recourse for such damages to seeking restitution from the responsible student and/or his/her parents or guardian. This article is not meant to supersede or be contrary to the behavior procedures mandated by the District Transportation Policy.

N. Report of Accident

1. Any accident involving student transportation shall be reported to the Superintendent as soon as possible and not later than two (2) hours from the time of such accident. A detailed written report must be submitted to the Superintendent as soon as possible thereafter, and not later than two (2) days after the date of such accident.

2. Any accident involving exposure to blood-borne pathogens shall be reported immediately to the District.

O. Overloading of Buses

1. No bus shall operate with a student overload.
2. Bus and seating shall comply with Vermont Education Law **Title 23 § 1282**.

P. Safety Program

The Carrier shall work with the designated school personnel to assist in such student bus safety programs as may be required by the Vermont Department of Education or determined necessary by the District.

Q. Communications

1. The District shall:
 - a. Complete an Incident Report of any performance problems by the Carrier, including, but not limited to late arrivals, missed pick-ups, reports or complaints received from the public or school community, and any other incidents or events which affect the ability of Carrier to perform its obligations.
 - b. Communicate immediately with the Carrier regarding any Incident Reports made pursuant to the preceding paragraph.
2. The Carrier shall:
 - a. Install and maintain in good operating condition two-way radios in all buses. The Carrier further agrees to either use an existing tower or to erect or secure the use of a tower and install a control unit in its terminal office, and to maintain communications between bus and terminal office, and to maintain communications between bus and terminal office and the District. Two-way radios will have a minimum of two (2) channels with one having the current District frequency logged in.
 - b. Ensure that a trained supervisor/manager exclusively for the District will be available in the terminal office to oversee the drivers and take calls at all times while buses are rolling and for one half hour before and after all regular routes. Carrier shall also provide the contact person with a pager and/or cell phone to allow an alternate means of connection when its telephone lines are busy.
 - c. Notify the District promptly of any delays, mechanical, personnel, or weather problems, or any other circumstances that may cause a delay or alteration in regular bus routes or schedules.
 - d. Encourage and facilitate direct communication among Carrier, District, and students, parents, or public regarding any problems or failure of bus service,

including late runs, missed pick-ups, delays, or other irregularities in performance.

- e. Communicate within 24 hours with the District regarding any incident reports made by the Carrier as set forth in paragraph Q(1)(a) above. The Carrier will remedy any issues no later than 72 hours of the original notification by the Principal(s).
- f. Cell phone use by drivers is prohibited while the bus is in motion.

R. Maintenance

The Carrier shall implement a complete maintenance program complying with **Title 23 § 1282 V.S.A.** for each school bus under contract.

S. Right to Declare Default

The District shall have the right to declare the Carrier in default and terminate this Contract if:

1. Carrier becomes insolvent;
2. Voluntary or involuntary petition in bankruptcy be filed by or against Carrier;
3. Carrier makes an assignment for the benefit of creditors;
4. Carrier fails to timely perform any schedule when notified to do so by the District;
5. Carrier shall abandon providing transportation to the District;
6. Carrier shall refuse to proceed with the transportation when and as directed by the District;
7. Carrier, without just cause, reduces its working force to a number that, if maintained, would be insufficient, in the opinion of the District, to perform the transportation in accordance with this agreement;
8. Carrier sublets, assigns, transfers, conveys, or otherwise disposes of this Agreement other than as herein specified;
9. A receiver or receivers are appointed to take charge of the property or affairs of the Carrier;
10. The District shall be of the opinion that the Carrier is, or has been, willfully or in bad faith violating any of the provisions of this agreement;
11. Any applicable laws have been violated by Carrier or his/her agents, servants, or employees;

12. Any vehicles provided by the Carrier are not in first-class mechanical condition; and/or
13. Failure to perform any material obligation under the agreement.

Before the District shall exercise its right to declare the Carrier in default, it shall give the Carrier an opportunity to be heard, on five (5) days' notice, at which hearing the Carrier may have a stenographer present provided, however, that a copy of such stenographic notes, if any, shall be furnished to The District.

T. Exercise of Right to Declare in Default

The right to declare the Carrier to be in default for any of the grounds specified or referred to in Section S hereof, shall be exercised by sending the Carrier a notice via certified mail, signed by the Superintendent or designee, setting forth the ground or grounds on which each default is declared, and stating the termination date of the Contract.

U. District's Rights after Termination

After such termination, the District may employ another Carrier or Carriers to complete the terms of the agreement, and hold the Carrier herein responsible for any extra or added expenses, loans or damages suffered by the District.

V. Other Remedies

The provisions outlined herein as to the rights of the District after termination shall be in addition to any and all other available legal or equitable remedies.

W. Arbitration

All disputes arising in connection with the Contract, except claims of default thereof, and termination, shall be determined by arbitration by a panel of arbitrators of a person picked by the District or their designee, a person picked by the Carrier, and a member mutually-agreed upon by the other two panel members. Submission, however, of such disputes to arbitration shall not prevent the District's from terminating or from recovering damages and other remedies through judiciary in the event of default and termination of the Contract under Section S herein.

The findings and award by the arbitrator shall be binding on the parties. Judgment on the award rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award or order of enforcement, as the case may be.

X. Penalties

If the Carrier fails to operate any bus route on any day, the District at its sole discretion may deduct the cost to the district of said route or deduct the total cost of finding alternative transportation. Failure by the District to assess a penalty for any missed

route shall not constitute a waiver of the District's right to assess a penalty for a subsequent missed route.

Any penalty assessed by the District will be assessed within thirty (30) days from the date the incident is known to the District. If the District assesses penalties against the Carrier, the District will deduct such penalties from its next payment to the Carrier. Such assessment and deduction shall in no event be justification for nonperformance of the Contract by the Carrier.

Y. Modification of Agreement

The Contract may be amended in writing, by mutual consent of both parties, at any time for any changes including changes in the transportation schedule, the yearly mileage the contract is based upon, routes to be covered, or the number of pupils to be transported.

The Board may amend or cancel the contract for improper conduct by the Carrier, for failure on his part to carry out the provisions hereof, or if it is in the best interest of the school district, and may also cancel said agreement, with thirty (30) days' notice, if conditions arise making transportation of said pupils unnecessary or unfunded due to budget cuts and/or financial necessity.

III. EQUIPMENT REQUIREMENTS

- A. All buses, including spares, shall be approved prior to the commencement of service by the Vermont Department of Motor Vehicles and by authorized representatives of the District. The vehicles used shall, at all times during the Contract period, comply in all respects with the pertinent provisions of the Vermont Motor Vehicle code and V.S.A. **Title 23 §1281**. New buses shall have all legal and safety standards as published and in effect on the bid closing date, as well as stop arms.
- B. All buses used in fulfillment of this Contract shall have a minimum of three, and preferably four, fully-operational heaters.
- C. The Carrier agrees to furnish drop down tire chains for all vehicles used in performance of this Contract. Said chains shall be installed and used when weather conditions dictate, extra traction is advisable due to snow and/or ice, upon specific request by the District, or as determined by the Carrier. All buses shall be equipped with snow tires.
- D. All buses will be equipped with retractable lap safety belts. Such safety belts will be kept in full working condition at all times.
- E. Carrier will provide the District with a list no later than August 1 annually of all vehicles utilized by Carrier in its performance of the Contract. This list shall include the following:

1. Name of manufacturer, year of manufacture, and vehicle identification number; and
 2. Proof of insurance for each vehicle.
- F. Carrier shall permit the inspection of any identified vehicles by an independent inspector mutually agreed upon by the parties. The cost of inspection shall be paid by Carrier in an amount not to exceed \$250.00 (two hundred fifty dollars). The inspector shall verify the vehicle information provided by Carrier and shall further determine that each vehicle is equipped with working radios, snow tires, chains, security cameras, safety flashers in proper operating condition, and seat belts and any other required features.
- G. In accordance with Vermont law and District requirements, the Carrier shall require its drivers to inspect their buses daily. Any defects or deficiencies discovered during the pre-trip inspection that may affect the safe operation of the bus must be recorded.
- H. A systematic preventative maintenance program shall be established by the Carrier and records maintained. At all times, maintenance records will be available for inspection and copying by the District, state officials, and/or local law enforcement officials.
- I. Both the interior and exterior of the vehicles utilized shall be cleaned regularly.
- J. At any time during the Contract period, any installation or modification of equipment required by a change in law or regulation shall be made by the Carrier at their expense.
- K. At any time during the Contract period, the District reserves the right to inspect any or all buses or to ride any bus as a passenger. The District may require the Carrier to remove from service any bus deemed unsafe or not in compliance with District requirements, state or federal regulations or laws.
- L. The District will allow the Carrier to use municipal plates, providing, however, that each vehicle used for transporting students in the District shall have signage on both sides bearing the District's name.

IV. BID FORMAT

Carrier must submit the following.

1. Carrier Bid Form – Attachment I
2. Transportation Equipment Bid Form – Attachment II
3. Vehicle Utilization Form – Attachment III

Attachment I

Carrier Bid Form Three-Year Contract Five (5) year old or newer buses

Date: _____

Company Name

By: _____
(Signature)

Title

Business Address

City/State

Zip Code

Phone #

Email

SUBMIT BIDS TO: Colchester School District, 125 Laker Lane (P.O. Box 27), Colchester, Vermont, 05446. Bids can also be submitted electronically as follows:

George.Trieb@colchestersd.org

Colchester School District reserves the right to reject any or all bids. The District reserves the right to renegotiate pricing with selected vendors for alternate transportation needs as part of the final contract.

Bid Opening: June 14, 2017 at 3:00 p.m. – District Office

Attachment II

Transportation Equipment Bid Form - Used / Five (5) Year Old Equipment or Newer

			ANNUAL BID PRICE		
Equipment		Miles	178 Student Days 2017 - 2018	178 Student Days 2018 - 2019	178 Student Days 2019 - 2020
1	Full Size Passenger Bus	18,334			
2	Full Size Passenger Bus	7,120			
3	Full Size Passenger Bus	10,680			
4	Full Size Passenger Bus	15,130			
5	Full Size Passenger Bus	11,570			
6	Full Size Passenger Bus	13,350			
7	Full Size Passenger Bus	16,020			
8	Full Size Passenger Bus	15,130			
9	Full Size Passenger Bus	15,130			
10	Full Size Passenger Bus	14,240			
11	Full Size Passenger Bus	14,240			
12	Full Size Passenger Bus	13,350			
13	Full Size Passenger Bus	15,130			
14	Full Size Passenger Bus	14,240			
15	Full Size Passenger Bus	11,570			
16	Full Size Passenger Bus	16,020			
17	Full Size Passenger Bus	10,680			
18	Full Size Passenger Bus	13,350			
19	Full Size Passenger Bus	38,982			
1	10 - 16 Passenger Bus	6,230			
2	10 - 16 Passenger Bus	6,230			
3	10 - 16 Passenger Bus	6,230			
	Totals	302,956			

Note: The three 10 - 16 passenger buses are for midday EEE/pre-school transportation only.

Equipment	Cost Per Hour	Cost Per Mile	Cancellation Charge
Full Size Passenger Bus			
10 - 16 Passenger Bus			

Attachment III

VEHICLE UTILIZATION FORM - NOTE SPECIFIC VEHICLES THAT WOULD SUPPORT THE PROPOSAL

VIN	Model Year	Manufacturer	Special Equipment	Capacity	Transmission Type	Fuel Type	Mileage

Mountain Transit
19 Precast Rd.
P.O. Box 553
Milton, VT 05468
(802) 893-1334



Bet-Cha Transit
202 Mainelli Rd.
Middlebury, VT 05753
(802) 388-7800

George Trieb
Business Manager
Colchester School District
125 Laker Lane
Colchester, VT 05446

June 14, 2017

Dear George:

I would like to thank you, for this opportunity to bid on school bus transportation services for the Colchester School District. It is our desire to offer you competitive prices that will allow us to continue our long relationship as your transportation provider. The attached proposal is made in good faith without collusion or connection of any other bidder or obligation to any undisclosed persons or firms.

The following costs are all inclusive and provide safe, dependable, modern school bus services, at an affordable cost. Costs are all inclusive and provide for 19 Type 1 regular route buses and 3 type 2 buses to be utilized for mid day EEE/Pre School.

All vehicles utilized in the current school year would be utilized in year 1 and by year 2 of the contract all buses would be 2010 or newer. All regular route buses will be equipped with two way radios for communications with our dispatch and digital cameras. We will continue to dispatch and service the Colchester School District from our Milton VT dispatch and maintenance facility.

Costs: Based on a 5 year agreement

(19) Type 1 buses for AM/PM routes based on 178 school days per school year not to exceed 5.25 hours per day:

2017/18: \$240.00 per day per bus or \$811,680.00 annually
2018/19: \$268.80 per day per bus or \$909,082.00 annually
2019/20: \$301.06 per day per bus or \$1,018,171.00 annually
2020/21: \$337.18 per day per bus or \$1,140,352.00 annually
2021/22: \$377.64 per day per bus or \$1,277,194.00 annually

“It’s not just a Bus - IT’S US”

(3) Type 2 buses for mid day EEE/Pre school routes based on 178 school days per school year not to exceed 2.0 hours per day:

2017/18: \$120.00 per day per bus or \$64,080.00 annually
2018/19: \$123.60 per day per bus or \$66,002.00 annually
2019/20: \$127.31 per day per bus or \$67,983.00 annually
2020/21: \$131.13 per day per bus or \$70,023.00 annually
2021/22: \$135.06 per day per bus or \$72,123.00 annually

(1) Type 1 bus (utilizing existing equipment) for the Bridging program based on 142 days per school year not to exceed 4.0 hours per day:

2017/18: \$250.00 per day per bus or \$35,500.00 annually
2018/19: \$257.50 per day per bus or \$36,565.00 annually
2019/20: \$265.23 per day per bus or \$37,662.66 annually
2020/21: \$273.18 per day per bus or \$38,791.00 annually
2021/22: \$281.38 per day per bus or \$39,956.00 annually

(5) Type 1 buses (utilizing existing equipment) for daily vocational runs based on 178 days per school year not to exceed 2.0 hours per day:

2017/18: \$90.00 per day per bus or \$80,100.00 annually
2018/19: \$92.70 per day per bus or \$82,503.00 annually
2019/20: \$95.48 per day per bus or \$84,977.00 annually
2020/21: \$98.35 per day per bus or \$87,531.00 annually
2021/22: \$101.30 per day per bus or \$90,157.00 annually

*Hours in excess of what is stated above for service types would be billed at \$45.00 per hour.

Sports & Extra Curricular trips:

2017/18: \$49.00 per hour. 2 hour minimum applied to all trips
2018/19: \$50.47 per hour. 2 hour minimum applied to all trips
2019/20: \$51.98 per hour. 2 hour minimum applied to all trips
2019/20: \$53.54 per hour. 2 hour minimum applied to all trips
2019/20: \$55.15 per hour. 2 hour minimum applied to all trips

Fuel:

See attached Fuel adjustment clause

Our prices do not include the cost of On-Spot chains. We have been utilizing studded tires in rural areas of Vermont that we service and have found that the costs are comparable and even better than utilizing On-Spot chain systems as they offer better traction and reliability and reduced maintenance costs. If you should elect this option of studded tires we would add approximately \$1.95 per bus per day to the annual cost over 5 years.

Our price does not include the cost of a performance bond. Should you require us to provide one the cost would be a pass through billed to the District.

Seatbelts: In the event you elect to utilize the seatbelt option we would only be able to provide seatbelts on any new replacement buses brought into the existing fleet and install them onto any existing bus in the current fleet that currently has seatbelt ready seat frames. The cost to equip existing buses within the current fleet that do in fact have seatbelt ready seat frames would be approximately \$2,500.00 per bus. This cost could be billed in one lump sum or spread out over the life of the contract.

Our name "Student Transportation of Vermont Inc." is new in your area but we are in fact the combination of two very old Vermont school bus companies with outstanding histories. Our company is the consolidation of two Vermont companies, Bet-Cha Transit, Middlebury, VT. and Mountain Transit, Milton, Vt. Both have well over 30 years of service to our communities. Your services would be provided by **Mountain Transit**. We currently maintain and operate a fleet of almost 300 buses throughout the State of Vermont. To retain quality drivers, mechanics and staff we provide competitive wages, bonuses and benefits to our employees. Throughout the years we have received many safety, maintenance and community service awards. Recently one of our supervisors was honored in the nation wide School Bus Fleet Magazine. This same magazine has previously recognized us as National Contractor of the year. We are presently under contract or in service agreements with over 70 school districts and organizations. All past and present contracts are now and have been serviced in full compliance of all agreements.

To support our communities and improve safety we also belong to, and are very active in many professional and safety organizations. We strongly believe in giving back to our communities with support to programs like Vermont Special Olympics, Vermont Children's Hospital, Shriner's Hospital, Local Senior Groups, National Honor Society, Rotary, Make A Wish and Project Graduation. We recently received a recognition award from Camp-Ta-Kum-Ta for almost 20 years of donated transportation services to their children fighting cancer. We truly cherish this award and honor


We care about safety, we care about our communities and we care about our kids.

Our management team has over 200 years of bus transportation experience and I personally have been involved in student transportation in Vermont since 1994. Every driver is highly trained and receives ongoing safety training. We maintain a modern day fleet and conduct periodic safety inspections. Over the years our maintenance staff received the highest safety ratings from the Department of Defense, the Department of Transportation and the Vermont Department of Motor Vehicles.

Our business is School Bus Transportation.

We are very proud of our reputation and would sincerely welcome any opportunity to meet with the Colchester School District board to detail our plan to continue to provide you with the highest level of service that you expect and deserve.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Hemenway', with a long horizontal flourish extending to the right.

Brian S. Hemenway
General Manager

Colchester School District

Fuel Adjustment Clause

An adjustment will be implemented only when there is greater than a 15% variation from the base price of fuel. It is agreed that if, during the life of the contract, the price of fuel varies by more than 15% from the June 14, 2017, New England "On-Highway Diesel Fuel Price" per gallon of \$2.45 (which can be found at www.eia.gov/petroleum/gasdiesel) the school district will be invoiced or credited for the difference.

The fuel adjustment will be based on actual gallons consumed calculated by dividing the average daily route miles by 6.5 miles per gallon. Route miles are defined as miles driven to transport students on AM/PM routes, late buses and mid day transportation; not including field/athletic trips.

EXAMPLE:

721 route miles/day divided by 6.5 MPG = 110.9 Daily Gallons
\$2.45/gallon = Base Price

If the monthly price of fuel (per the index above) averages below \$2.08 per gallon, the contractor owes the School Dept:

$\$2.08 - \$2.00 = \$0.08 \text{ decrease} \times 110.9 \text{ Gallons} = \$8.87 \times \text{monthly operating days}$

If the monthly price of fuel (per the index above) averages above \$2.82 per gallon, the School Dept. owes the Contractor:

$\$2.90 - \$2.82 = \$0.08 \text{ increase} \times 110.9 \text{ Gallons} = \$8.87 \times \text{monthly operating days}$

The contractor will provide the School District with a monthly invoice detailing the above formula indicating either a charge or a credit to the District.

The price of fuel for June 14, 2017 of \$2.45 (New England "On-Highway Diesel Fuel Price" per gallon) is the Base Fuel Price for the duration of the contract. The price of fuel to determine the adjustment will be the average of the weekly fuel prices posted for the month.

Attachment I

**Carrier Bid Form
Three-Year Contract
~~Five (5) year old or newer buses~~**

Date: 6/14/2017

Student Transportation of Vermont dba: Mountain Transit
Company Name

By: 
(Signature)

General Manager
Title

19 Precast Road
Business Address

<u>Milton, VT</u>	<u>05446</u>	<u>802-893-1334</u>	<u>bhemeway@ridesta.com</u>
City/State	Zip Code	Phone #	Email

SUBMIT BIDS TO: Colchester School District, 125 Laker Lane (P.O. Box 27), Colchester, Vermont, 05446. Bids can also be submitted electronically as follows:

George.Trieb@colchestersd.org

Colchester School District reserves the right to reject any or all bids. The District reserves the right to renegotiate pricing with selected vendors for alternate transportation needs as part of the final contract.

Bid Opening: June 14, 2017 at 3:00 p.m. – District Office

Attachment II

Transportation Equipment Bid Form - Used / Five (5) Year Old Equipment or Newer

			ANNUAL BID PRICE		
			178 Student Days 2017 - 2018	178 Student Days 2018 - 2019	178 Student Days 2019 - 2020
Equipment		Miles			
1	Full Size Passenger Bus	18,334			
2	Full Size Passenger Bus	7,120			
3	Full Size Passenger Bus	10,680			
4	Full Size Passenger Bus	15,130			
5	Full Size Passenger Bus	11,570			
6	Full Size Passenger Bus	13,350			
7	Full Size Passenger Bus	16,020			
8	Full Size Passenger Bus	15,130			
9	Full Size Passenger Bus	15,130		<i>See Attached</i>	
10	Full Size Passenger Bus	14,240			
11	Full Size Passenger Bus	14,240			
12	Full Size Passenger Bus	13,350			
13	Full Size Passenger Bus	15,130			
14	Full Size Passenger Bus	14,240			
15	Full Size Passenger Bus	11,570			
16	Full Size Passenger Bus	16,020			
17	Full Size Passenger Bus	10,680			
18	Full Size Passenger Bus	13,350			
19	Full Size Passenger Bus	38,982			
1	10 - 16 Passenger Bus	6,230			
2	10 - 16 Passenger Bus	6,230			
3	10 - 16 Passenger Bus	6,230			
Totals		302,956			

Note: The three 10 - 16 passenger buses are for midday EEE/pre-school transportation only.

Equipment	Cost Per Hour	Cost Per Mile	Cancellation Charge
Full Size Passenger Bus			
10 - 16 Passenger Bus			



COLCHESTER SCHOOL DISTRICT

Amy Minor, Superintendent of Schools
George A. Trieb, Jr., Business Manager
Carrie A. Lutz, Director of Special Education
Gwendolyn Carmolli, Director of Curriculum
Internet Address: www.csdvt.org

Administrative Offices, 125 Laker Lane • P.O. Box 27, Colchester, VT 05446-0027 • Phone (802) 264-5999 • Fax (802) 863-4774

MEMO

To: School Board Directors
From: George A. Trieb, Jr. *gat*
Subject: Replacement of Gym Floor
Date: June 14, 2017

The purpose of this memorandum is to obtain approval for the installation of new flooring in the Malletts Bay gymnasium.

The existing tile floor is old, slippery and is cracked and crumbling in several areas. The floor is well used by the school, recreation department and many other community groups.

The district solicited three bids. The replacement would involve installing a synthetic floor after removing the tile. We considered installing a wooden floor, which has a longer useful life, but also costs more, however, the synthetic floor seems more appropriate for the age group and the cost was more appealing.

Three bids were received and they are shown in the table below. The district has experience working with two of the three vendors. All vendors have experience installing this type of flooring, and are capable of doing the job well. However, the recommendation is to select Precision Athletic Surfaces for the following reasons; (1) They are the second lowest bidder, (2) the Able bid does not include lining the floor, which could cost about \$4K and would have to be done by another company as they do not do this type of work, (3) the material used by Able and Precision is from the same manufacturer, however, the material proposed by Precision is slightly thicker and more durable, and finally, (4) Precision is a specialist in this field.

Company	Bid Amount
Little "A" Wood Floors	\$60,000.00
Able Paint – Glass Flooring	\$43,000.00
Precision Athletic Surfaces	\$48,750.00

An appropriate motion would be: "I move that we accept the bid from Precision Athletic Surfaces as recommended and authorize the Business & Operations Manager to sign the necessary documents to make this happen."

AWT,
INC.

dba Little "A" Wood Floors

460 Route 7 South
P.O. Box 665
Milton, VT 05468
Tel (802) 893-6473 Fax (802) 893-1051

HARDWOOD FLOOR VS. POURED URETHANE GYMNASIUM

The most economical solution to replacing your VCT (vinyl composite tile (VCT) gymnasium floor is to install directly over it. The two most viable solutions for replacement are a poured synthetic floor or a wood floor.

WOOD FLOOR: Proponents of wood floors assert that because of the foundation that lies beneath a hardwood floor to absorb shock, athletes are less likely to sustain injuries. The aesthetics and performance of wood surfaces are what athletes competing at high levels expect. **Even though wood floors require much more maintenance than synthetic floors, the life expectancy of 50-60 years is significantly greater than the 15-20 year expectancy of synthetic.**

Steps for proper maintenance of a wood floor must be taken to insure its life expectancy such as daily dust-mopping and regular cleaning with a solution recommended by the finish manufacturer. Beyond that, the floor should be screened and recoated once a year.

For maximum performance, installation substrate consists of a first sheet of ½" plywood installed on a 45-degree angle with a sheet of 3/8" Dura-cushion stapled 1' on center to underneath of plywood. A second sheet of ½" plywood is then laid perpendicular to the first sheet for added strength and stability. Mid-grade 2 ¼" Maple flooring is installed, sanded, and then sealed with the first coat of polyurethane. Line striping and logo is applied and two coats of polyurethane follow for a finished product.

While the 2 1/8" total floor thickness makes it less than ideal for installing over VCT, the intent is to profile the doorway transitions to ADA height requirements.

POURED SYTHENTIC FLOOR: A poured synthetic floor is a low-maintenance pad and pour athletic floor surface that is seamless, durable, and shock absorbent to reduce the risk of injury to athletes. Utilizing a prefabricated rubber sheet good as a base, it then receives coats of urethane for a seamless surface. Lines and logos are then painted with a paint that chemically bonds itself to the urethane. Total thickness is approximately 5/16" total, which is ideal for doorway transitions.

Poured-in-place urethane floors bond permanently to the substrate and exhibit tremendous elasticity, tensile strength and tear strength. While manufacturers will guarantee the adhesion to the VCT, they will not guarantee the tiles are securely adhered to the concrete flooring. When buildings go through heating and cooling cycles, everything moves, so every component of the floor needs to move with the component it's attached to to prevent game lines from cracking and peeling and the surface coat from disintegrating.

Once installed, day-to-day maintenance of a poured urethane floor entails damp mopping with a citrus-based cleaner. Heavy-traffic areas may require the type of industrial floor cleaning machine used in school hallways. Should the floor become damaged, repairs are possible by cutting out the affected area down to the substrate and starting the layering process over again. The new urethane will bond to the old, with only slight surface color variations as evidence that a repair took place. Over a period of 10 to 15 years, excessive wear in areas underneath the baskets may require the entire floor to be resurfaced, which involves abrading the surface with a power sander and applying a new eighth-inch lift, top coats and game lines - at about half the cost of the original floor.

COSTS

WOOD FLOOR – To include installation of substrate, wood flooring, line and logo painting, with (3) coats of polyurethane - \$82,700.00
Removal and replacement of rubber baseboard - \$2,300.00
TOTAL COST \$85,000.00

SYTHENTIC POURED FLOOR – To include installation of urethane system, line and logo painting - \$50,000.00
Option to remove VCT - \$10,000.00
Removal and replacement of baseboard - \$2,300.00
TOTAL COST \$52,300.00 (add \$10,000.00 to cost for Option)



Quote

Able Paint, Glass, & Flooring

683 Pine Street
 Burlington, Vt 05401
 P-(802) 860-2253
 F-(802) 655-6908

DATE 6/14/2017
 Proposal valid for 30 days

sean@ablevt.com

TO: Colchester Schools
 Mallets Bay Elementary
 Colchester

Billing Address: Same

SALESPERSON	JOB	PAYMENT TERMS
Sean Sweeney	Gym Flooring	See Below

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Tarkett Training Rolled Product	\$ 25,500.00	\$ 25,500.00
1.00	Extra Materials including glue, cove base and welding rod	2,500.00	2,500.00

LABOR

QUANTITY	DESCRIPTION	RATE	LINE TOTAL
1.00	Labor to tear out and dispose of current v.c.t.	6,000.00	6,000.00
1.00	Labor to install flooring and heat-weld all seams	9,000.00	9,000.00
1.00	A moisture test will need to be performed prior to installation at no cost.		

Payment will be made as follows: Half down at time of order, balance upon completion of job

Any damaged or rotten existing material to be replaced on a time and material basis

Our workers are fully covered by workman's compensation and liability insurance.

Sign for acceptance of proposal: _____ Date: _____

Materials	\$	28,000.00
Labor	\$	15,000.00
SALES TAX		
TOTAL	\$	43,000.00

Make all checks payable to Able

Precision Athletic Surfaces

TO: Rick Johnson Colchester School District	PAGES: 2 (Including this cover sheet)
	DATE: February 23, 2017 (REVISED)
RE: Malletts Bay School Colchester, VT Gymnasium Flooring Proposal	FROM: Precision Athletic Surfaces PO Box 5 Weston, VT 05161
	PHONE: 802-922-8407
PHONE:	EMAIL: elussier@precisionathleticsurfaces.com
EMAIL:	

FLOORING REMOVAL

- Precision Athletic Surfaces will provide labor and materials to remove the existing flooring and place into a Precision provided dumpster and coordinate disposal.

FLOOR MATERIAL – TARKETT SPORTS OMNISPORTS 6.5

- Supply and install Tarkett Sports Omnisports 6.5 in the Gymnasium/Multipurpose Room
- System will be installed using the GreenLay method, utilizing a manufacturer's approved adhesive.
- Overall installation is to be a single color layout with the colors/designs selected from the manufacturer's standard color line, including six wood designs, six painted maple designs, and 16 solid colors.
- Game lines will be painted to mimic the existing layout. Colors to be chosen from black, white, red, orange, yellow, green and blue.
- Standard wall base with toe will be provided around the perimeter of the Gym.
- A 2 ½" aluminum binder bar will be provided and installed at the doorways where necessary.

LABOR

- Installation is to be performed in strict accordance with manufacturer's instructions by certified installers.
- Labor pricing is not subject to prevailing wages.

GYM EQUIPMENT AND INSERTS (EXCLUDED)

- Supply, installation or modification of any game standard equipment or inserts (basketball, volleyball, etc.) is not included herein.
- Basketball hoops and volleyball floor sleeves (if applicable) should be installed previous to the installation of the flooring.
- All wall pads and portable equipment is to be removed from the space previous to the installation.

MOISTURE TESTING (INCLUDED)

- To proceed with the installation, the concrete must be tested according to ASTM F2170 "Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using *In-Situ* Probes".
- It is important to note that moisture testing is a snapshot in time and passed testing does not guarantee that moisture will not become a problem in the future.
- Precision will perform ASTM F2170 testing. All results must be under 92% relative humidity.
- No work is provided for moisture mitigation in the event elevated moisture levels are encountered.

SUBSTRATE (FLOOR) PREPARATION (EXCLUDED)

- Prior to the installation of the sports flooring sub floor and site conditions are to be within tolerances and conditions specified by the respective sport-flooring manufacturer, which include but are not limited to that the sub floor shall have a smooth steel trowel finish with a tolerance not to exceed +/- 1/8" in a 10 ft radius.
- **The pricing does not include any substrate correction.** Not until ALL other trade work is completed, the HVAC is running and the entire space is emptied with the slab broom swept can the substrate be evaluated. Any slab correction deemed necessary will be reviewed with the Owner and additional costs would require written approval before additional work can commence.

BASE BID PRICE: Forty-Eight Thousand Seven Hundred and Fifty Dollars (\$48,750.00)

Terms and conditions:

- Omnisports is backed by a 15-year product and wear warranty plus a 10-year warranty for moisture tolerance
- No floor protection is included at the conclusion of the installation.
- The removal of all temporary equipment, tables, etc. is excluded and must be completed by others prior to our arrival.
- The area to receive new flooring will be closed to all other trades and traffic for the duration of the installation.
- The areas where new flooring will be installed must be maintained at a minimum temperature of 65° F for at least 48-hours prior to our arrival, during the entire installation, and for at least 1-week after the work has been completed.
- The price submitted is based on regular work hours. Night, holiday, overtime and weekend work is excluded.
- Pricing is as per production of *Tarkett Sports Omnisports* materials in standard roll lengths. Cross-seams may be visible. Cross seams are a normal part of the installation process and may be necessary. The frequency and location of cross seams will be determined solely by the contractor, Precision Athletic Surfaces, unless otherwise noted herein.
- Please allow up to 12 to 16 weeks to order material and schedule installation if material is not in stock.
- Pricing is based on materials being shipped directly from the manufacturer to the jobsite. If for any reason materials must be re-routed or stored offsite, additional freight and storage charges will apply.
- Attorney's fees: In the event the seller, Precision Athletic Surfaces, needs to retain an attorney to enforce or collect money due under this agreement the buyer shall be liable for all of the sellers (Precision Athletic Surfaces) attorney fees and expenses. In addition, interest shall accrue to the highest amount allowed by law on any delinquent payments due under this agreement.
- Jurisdiction / venue / choice of law: The buyer hereby agrees that if any litigation arising out of or relating to this agreement is commenced by either party the buyer consents to the exclusive jurisdiction and venue in any state court on Vermont and in any federal court in the state of Vermont. This agreement shall be governed and construed according to the laws of Vermont.
- Standard Payment Terms: 50% deposit of contract value is due upon order, 30% progress payment before delivery of materials and 20% due upon acceptance and completion by owner. If deposit is unavailable, a joint check agreement is required.
- Pricing is based on a Summer 2017 installation.
- All local, state, and/or federal taxes, if applicable, are not included and must be added to the pricing submitted herein.
- Pricing included herein does not include any Bid or Performance Bonds of any kind.
- NOTE: This proposal may be withdrawn if not accepted within 60 days.

Accepted By: _____
Print Name Above

Date: _____

Signature: _____

Title: _____

The above signatory confirms he or she has the legal right to authorize the work noted in this proposal and agrees to be bound by the terms and conditions of this agreement.

Indoor Basketball Courts ~ Weight Room Flooring ~ Sport Flooring

PO Box 5, Weston Vermont 05161 ~ Tel: (802) 875-1231 ~ www.precisionathleticsurfaces.com

COLCHESTER SCHOOL DISTRICT

POLICY: CHILD FIND

DATE ADOPTED: DRAFT

POLICY STATEMENT – (SECTION 504)

It is the policy of the Colchester School District to undertake annually to identify and locate every qualified handicapped person residing in the District who is not receiving public preschool, elementary or secondary education, and to take appropriate steps to notify qualified handicapped persons and their parents and guardians of their rights under Section 504 of the Rehabilitation Act of 1973.

The Superintendent or his/her designee shall develop and implement procedures necessary to implement this policy.

POLICY STATEMENT – (IDEA)

It is the policy of the Colchester School District to identify, locate and evaluate all children with disabilities, aged birth to 22, residing in the District, regardless of the severity of disability, including those who are homeless, vulnerable adults or wards of the State, and those who are attending independent schools or programs of home study in the District, and who are in need of special education and related services. This effort includes identifying, locating, and evaluating highly mobile children, including migrant children, as well as children suspected of having disabilities who are in need of special education, even though they are advancing from grade to grade.

IMPLEMENTATION

The Superintendent or his/her designee shall develop and implement procedures to carry out this policy. The procedures shall include a description of the practical effort to be made annually to locate children with disabilities, and to inform their parents of the availability of special education services, including those who are not enrolled in school; those who turn 3 years of age at any time after the school year begins and prior to the beginning of the next school year; those who may be suspected to have a disability and be in need of special education, although advancing from grade to grade; those who are attending private schools or approved programs of home study; and those who are highly mobile (such as migrant and homeless children).

The child find procedures shall provide for a number of different methods of locating children with disabilities, such as employing print media, oral communications (by presentations, radio, telephone, or similar efforts), and methods involving notices sent to others who provide services to children and families, (for example: hospitals, pediatricians' and psychologists' offices, and/or similar providers, social services agencies, parent advocacy groups, etc). Child find efforts for children with disabilities birth to 22 shall be co-coordinated with other public agencies serving those children.

Last Adopted: September 7, 2004
 Date Warned: June 2, 2017
 First Reading: June 6, 2017
 Second Reading: June 20, 2017

CHILD FIND PROCEDURES

1. **Annual Notices under the IDEA and Section 504 of the Rehabilitation Act of 1973.**
The District shall annually provide notice to Colchester residents, in the forms attached as Child Find Notices Forms A and B, of the District's duty to identify, locate and evaluate children between the ages of birth to 22, who have disabilities or are suspected of having disabilities, to determine whether the children have rights to services and other supports as individuals with disabilities under the Individuals with Disabilities Education Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1973 (Section 504).

2. **Distribution of Annual Notices.**
 - a. **Implementation of these child find procedures for the District** shall be overseen by [the District's special education director] ("Director"), with the principals of Colchester schools carrying out building-specific child find efforts.

 - b. **Notice Before Any Significant Child Find Activity.** The Director shall ensure that there is public notice before any significant activity is conducted to identify, locate or evaluate children ages birth to 22.

 - c. **Publication of Notices.** The Child Find Notices shall be disseminated to the public as follows:

District-wide (Director):

By publication on the District's website;
 By including the Notices in all District parent/student handbooks;
 By publication in at least one newspaper circulated in Colchester;
 By including in any mailings that are sent to parents of students in attendance
 By mailing to the headmaster of each independent school in Colchester
 By mailing to DCF and mental health agencies that serve Colchester residents, for posting
 By mailing to Colchester day care facilities for posting;
 By mailing to doctors' offices in Colchester for posting;
 By mailing to local radio and television stations for public service announcements.
 By mailing to the Colchester Library and Colchester Town Offices for posting

Each Colchester School (Principal):

By posting prominently on a bulletin board(s) seen by parents and

members of the public, and on a bulletin board in the faculty room;
 By including in the school's website;
 By including in the school's parent/student handbook;
 By including in any mailings that are sent to parents of students in attendance

- d. **Target Groups for Child Find.** Child find efforts, including methods of disseminating the annual child find notices, shall be designed so as to locate (in addition to others):
- Children who are not enrolled in schooled;
 - Children enrolled in independent schools or programs of home study in the district;
 - Students who are suspected of having a disability even though they are advancing from grade to grade;
 - Children who are highly mobile such as migrant children;
 - Children who are homeless or in State custody or who are vulnerable adults; and
 - Those who turn 3 years of age at any time after a school year begins and prior to the beginning of the next school year
- e. **Notice in Native Languages.** The Director shall ensure that the child find notices are available in the native languages of major population groups in the District.
- f. **FERPA Rights and Protections.** The annual notice and the notice with respect to a planned child find activity should include a statement that any information gathered through child find activities shall remain confidential as required by the Family Educational Rights and Privacy Act, and shall direct parents and guardians to the school's Student Records Policy and procedures for a full description of those protections.
- g. **Child Count Reporting.** Annually, the Director shall submit to the AOE in the AOE's specified electronic format, data requested regarding students ages 3 through 21 who have been found eligible for special education under the IDEA.

3. Handling of Referrals:

a. Employee Responsibilities:

All employees shall be responsible for forwarding to the Director, within 2 calendar days of receipt, every referral, inquiry or request regarding identification and evaluation of a child suspected of having a disability. If the referral, inquiry or request was not made in writing, the referring employee shall prepare a written record identifying the requesting party (including

contact information) and the date and substance of the referral, inquiry or request, and forward it to the Director.

b. Review and Action on Referral:

- i. The Director shall review the referral, inquiry or request to determine whether it constitutes a request for evaluation under either 504 or the IDEA, and if so, shall forward the request at once to the appropriate EPT or 504 team. (Where a referral is for a special education evaluation, an EPT meeting to determine whether there is a reason to suspect a disability must be held within 15 days of receipt of the initial request,) (See (ii) immediately below.) The parents shall be provided with Parental Rights in Special Education or 504 Student/Parent Rights, as applicable, and make a record of providing the Rights to the parents.
- ii. If the Director determines that the request is not a request for an evaluation, the Director shall follow up with the person who made the request, and make sure that an appropriate response is provided.
- iii. After gathering sufficient information, the EPT or 504 team shall follow its usual procedures to determine at a Team meeting, whether there is reason to suspect a disability. At the meeting, the parent shall be provided with Parental Rights in Special Education and/or 504 Student/Parent Rights, and a record shall be made of provision of rights. If the Team concludes that there is a reason to suspect a disability, the Team shall follow its usual evaluation planning and disability determination procedures, to determine whether the student is eligible under the IDEA or protected by Section 504, as the case may be.
- iv. If the Team concludes that there is no reason to suspect a disability, the Team shall notify the parents of the decision and the reasons for the decision. In the case of an EPT decision, a Prior Written Notice of Refusal shall be completed for this purpose and provided to the parents. All information provided to the Team by the parent and other sources shall be noted and preserved. A copy of Parental Rights (IDEA or 504 as applicable) shall be provided to the parents, and make a record that Parental Rights were provided.

**COLCHESTER SCHOOL DISTRICT CHILD FIND NOTICE:
SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Colchester School District (CSD) has a duty to identify and locate any children, aged 3 to 22 (including children who are homeless or wards of the State), who reside in the CSD, have disabilities and are not receiving a public education, in order to evaluate such children to determine whether they have disabilities under Section 504 of the Rehabilitation Act of 1973 and/or under Title II of the Americans with Disabilities Act of 1990, and to notify them of their rights under those laws.

If you have or know such a child in your home, school, or neighborhood, please write or phone:

**Superintendent of Schools
PO Box 27, 125 Laker Lane
Colchester, VT 05446
802-264-5999**

NOTICE

Colchester School District Seeks to Identify Children with Disabilities for Special Education Services

Federal and State law provide that all qualifying children with disabilities have a right to a free, appropriate public education, including, where appropriate, special education and related services.

The Colchester School District has a duty to identify and locate all children or youths who have disabilities or are suspected to have disabilities, who live the Colchester School District, and who are between the ages of 3 and 22, in order to evaluate them and engage in planning of services, as appropriate, under the federal special education law, the Individuals with Disabilities Education Act (IDEA). The District seeks to identify all such children, including those who are homeless, are wards of the State, are vulnerable adults, or are highly mobile (such as migrant children), and those who are attending private school or programs of home study in the District.

Colchester School District also must to identify and locate all infants, birth to age 3, who may have disabilities, for evaluation and services under Part C of the federal special education law, Individuals with Disabilities Act.

If you have or know of such a child in your school, home, or neighborhood, please write or phone the **Superintendent of Schools, PO Box 27, 125 Laker Lane, Colchester, VT, Tel. 264-5999**, for further information.

COLCHESTER SCHOOL DISTRICT**POLICY: PILOT PROJECTS****DATE ADOPTED: DRAFT****POLICY STATEMENT**

It is the policy of the Colchester School Board to encourage professional staff to seek improvement of the educational program through all appropriate means, including carefully designed experimental and pilot projects.

Experimental and pilot projects may originate at the individual classroom, grade level, building, or district level. Such projects must be consistent with school district goals and mission, the district wide curriculum development/revision plan, and should support action plans.

PROCEDURES

In the case of a project involving an individual teacher or classroom, approval must be obtained from the building Principal. The Principal is required to notify the Superintendent of the project.

In the case of a project at a grade level, in a program, at a building, or district level, prior approval must be obtained from the Superintendent and/or designee, who will inform the School Board of the approval. Plans for any new project must be submitted to the Superintendent by May 1 preceding the school year in which it is to be implemented.

Projects that may have a significant impact on school operations or future budgets must have School Board approval. Those to be supported by local funds must obtain approval during the budget development process.

For projects approved by the School Board, the Superintendent and/or designee will present an evaluation report to the board detailing the effectiveness of the project. This report will be completed in writing on a standard format and will include an evaluation of the outcomes, including specific information from professional staff responsible for implementation.

If—upon completion and evaluation of the pilot—the recommendation is made to proceed with the program, a revised summary of financial implications will be presented to the Superintendent and to the School Board.

Last Adopted: May 16, 2001
Date Warned:
First Reading:
Second Reading:

PERSONNEL CONSENT AGENDA

Board Date: June 20, 2017

Licensed Employees (Teacher/Administrator)

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support

Non-Licensed Employees (Support Staff), *Informational*

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Support Staff	Joanne	Benjamin	End of Employment	Food Service Worker	21.25 hr	CHS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Hannah	Borochoff-Porte	End of Employment	Paraeducator - Special Education	32.5 hr	UMS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Shanley	Brown	End of Employment	Paraeducator - Special Education	32.5 hr	PPS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Colleen	Charnley	End of Employment	Paraeducator - Special Education	32.5 hr	PPS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Anna	Chojolan-Flores	End of Employment	Paraeducator - 504	32.5 hr	CHS	Notice of End of Employment as of June 19, 2017			Yes
Support Staff	Alexandra	Dusablon	End of Employment	Paraeducator - Special Education	32.5 hr	MBS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Lori	Giannuzzi	End of Employment	Paraeducator - Special Education	32.5 hr	UMS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Rachel	Hutchinson	End of Employment	Intensive Needs Interventionist	37.50 hr	CHS	Notice of End of Employment as of July 27, 2017			Yes
Support Staff	Shannon	Jankowski	End of Employment	Behavior Interventionist	17.50 hr	UMS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Dale	Lyman	End of Employment	Paraeducator - Preschool	12.0 hr	MBS	Notice of End of Employment as of June 14, 2017			Yes
Support Staff	Dale	Lyman	End of Employment	Paraeducator - EEE Bus	3.0 hr	MBS	Notice of End of Employment as of June 14, 2017			Yes
Support Staff	Brittany	Moore	End of Employment	Paraeducator - Special Education	32.5 hr	UMS	Notice of End of Employment as of June 16, 2017			Yes

Support Staff	Lisa	Palmer	End of Employment	Paraeducator - Special Education	32.5 hr	UMS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Elizabeth	Paul	End of Employment	Autism Interventionist	35.0 hr	MBS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Charles	Wise	End of Employment	Paraeducator - Special Education	32.5 hr	CMS	Notice of End of Employment as of June 16, 2017			Yes

COLCHESTER SCHOOL DISTRICT

Board of Education Meeting
Colchester High School Media Center

Tuesday, June 6, 2017
7:00 p.m. (General Session)

MINUTES (General Session)

The Colchester Board of Education held a regular board meeting on Tuesday, June 6, 2017, at the Colchester High School Media Center. Those in attendance were: Board Chair Mike Rogers; Directors: Craig Kieny, Curt Taylor and Lindsey Cox; Student Member Jaclyn Cline, Superintendent Amy Minor; Business and Operations Manager George Trieb; Director of Special Education Carrie Lutz; Director of Curriculum & Instruction Gwen Carmolli; Principals: Heather Baron, Michele Cote, Julie Benay, Carolyn Millham, and Chris Antonicci

There was 1 person in the audience.

I. Call Meeting to Order and Pledge of Allegiance

Board Chair Mike Rogers called the meeting to order at 7:00 p.m. Board Chair Rogers led in the Pledge of Allegiance.

II. Citizen Participation

Prior to the Citizens Participation agenda item, Board Chair Rogers and Superintendent Minor presented Student School Board Representative, Jaclyn Cline, with flowers to show their appreciation of her work over the past school year. This is Jaclyn's final board meeting.

A student in the audience had written a letter to the School Board regarding busing. Board Chair Rogers stated the transportation contract with Mountain Transit is up this year and the board will look into the questions raised in the letter in a more throughout manner the next time it is on the agenda.

III. Report from Building Principals

Chris Antonicci from UMS: Field Day is coming up; it will be held at at Airport Park again this year. So far he has 147 parents who have indicated they are attending. UMS screened 66 incoming kindergarten students, they have a few summer screenings to complete as well. He projects approximately 86 kindergarteners will start the school year in August.

Carolyn Millham from PPS: Project Based Learning is underway at PPS. Teachers started 3 different grade level projects right after Memorial Day Weekend. The open house will be Wednesday June 14th at 1:45 p.m., all are welcome to attend. PPS screened 90 incoming kindergarten students. She estimates they could have around 10 additional which could put them right around 100 kindergarten students for next year.

Julie Benay from MBS: The garden at MBS is taking shape; it is overseen by parent and student volunteers. Students will get to taste the vegetables when they return to school in the fall. Fifth graders are preparing for the end of their elementary years with a series of events. They had their DARE graduation and went over to the middle school to meet their teachers for "Step Up Day". Bayside Days start next week. Each grade level will get their own day at the park to enjoy a BBQ, swimming, and games.

Michele Cote from CMS: Also mentioned "Step Up Day" for the incoming 6th graders, said it went very well for both students and teachers. On June 7th they've planned for the entire building to be

out on field trips, each grade is doing something different. CMS is also preparing for the 8th grade graduation which will be held Thursday, June 15th at 6:30 p.m.

Heather Baron from CHS: Next week is final exams. They recently had underclassman awards and senior seminar presentations. Students are in the process of finalizing their AP projects and presentations. The second semester of the new Extended Learning class wrapped up the first day of presentations in the Performing Arts Center. Graduation practices start next week with the arrival of caps and gowns. The seniors will continue the new tradition of the “Senior Walk” by going to MBS and CMS to walk through the halls. That will take place Tuesday, June 13th. Graduation is Saturday, May 17th at 10:00 a.m.

IV. CMS Google Expedition Presentation

Colchester Middle School teacher, Jennifer Roberge, provided the board with a demonstration of how Google Expedition works and how it has been incorporated into classes at CMS. The board and others in attendance were able to demo the devices.

V. Approval for Purchase of Special Education Vans

Director of Special Education, Carrie Lutz, requested the purchase of several vans to assist in transporting students in special education to and from alternative programs and school. The district was able to get approval to use federal funds for the purchase. The addition of the vans would allow the district to provide more transportation in-house and rely less on taxi companies. This will allow for more consistent service as the same price, or may potentially save money.

Director Kienny moved to approve the purchase of new vans for the purpose of transporting students and authorized the Business and Operations Manager to execute the necessary documents, seconded by Director Cox. The motion passed unanimously, 4-0.

VI. First Reading of Child Find Policy: F32

The Child Find Policy and Procedures were last reviewed in September of 2004. Superintendent Amy Minor and Director of Special Education Carrie Lutz presented the board with an updated draft version. Child Find is included within IDEA and is federally mandated. The District’s attorneys also contributed to the draft version. Director Kienny asked from the age rang to be consistent between the policy and the procedures. Those change will be made for the next reading.

Director Cox moved to approve the first reading of Child Find Policy, seconded by Director Taylor. The motion passed unanimously, 4-0.

VII. First Reading of Pilot Projects and Experimental Programs Policy: G11

This policy was last adopted in May of 2001. Superintendent Amy Minor and Director of Curriculum and Instruction, Gwen Carmolli have reviewed the policy and suggested several changes to the board.

Director Taylor moved to approve the first reading of Pilot Projects and Experimental Programs, seconded by Director Kienny. The motion passed unanimously, 4-0.

VIII. Approval of Personnel Consent Agenda

The following Personnel Consent Agenda was presented for June 6, 2017.

PERSONNEL CONSENT AGENDA

Board Date: June 6, 2017

Licensed Employees (Teacher/Administrator)

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Teacher	Yara	Hanna	New Hire	French Teacher	0.6 FTE	CHS	Request to Hire	Mary Romary		Yes
Teacher	Courtney	White	Leave of Absence	Elementary Teacher	1.0 FTE	UMS	Leave of Absence Request from November 20 - December 22, 2017			

Non-Licensed Employees (Support Staff), Informational

Contract Type	First Name	Last Name	Category	Position	FTE/Hours	Building	Agenda Information	Person Replacing	Budgeted	Admin Support
Support Staff	Kelly	Baker	End of Employment	Paraeducator-Preschool	32.5 hr	MBS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Scott	DeMeo	End of Employment	Technology Help Desk Specialist	40.0 hr	DW	Notice of End of Employment as of June 23, 2017			Yes
Support Staff	Anila	Lawrence	End of Employment	Paraeducator/Paraeducator-SPED	16.25 hr/16.25 hr	PPS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Elisse	Linari	End of Employment	Paraeducator - ELL	32.5 hr	CMS	Notice of End of Employment as of June 16, 2017			Yes
Support Staff	Karen	Spear	End of Employment	Paraeducator - Special Education	32.5 hr	CHS	Notice of End of Employment as of June 19, 2017			Yes
Support Staff	Jane	West	End of Employment	Paraeducator - Special Education	32.5 hr	MBS	Notice of End of Employment as of June 16, 2017			Yes

Director Cox moved to approve the personnel consent agenda for June 6, 2017, seconded by Director Kienny. The motion passed unanimously, 4-0.

IX. Approval of Minutes: May 16, 2017

Director Kienny moved to approve the minutes of May 16, 2017, seconded by Director Cox. The motion passed unanimously, 4-0.

X. Board/Administration Communications, Correspondence, Committee Reports

- Superintendent Minor reported out on the CSD Administrator Equity Training

XI. Possible Future Agenda Items

- District-wide Health Services Report
- Report on Concussion Law with CSD Data and Procedures
- Upcoming Policies (wellness, weapons, tobacco, building use)
- Transportation and Busing
- Purchases for Next School Year

XII. Executive Session

Board Chair Rogers moved to enter executive session at 8:32 p.m. to discuss support staff negotiations as permitted by Vermont Statue Title 1: Section 313, seconded by Director Kienny. The motion passed unanimously, 4-0.

XIII. Adjournment

Director Taylor moved to adjourn at 9:13 p.m., seconded by Director Cox. The motion passed unanimously, 4-0.

Recorder:

Board Clerk:

Meghan Baule
Communications Specialist

Craig Kienny
Board Clerk